

CONTRACT FOR PROFESSIONAL SERVICES FOR STRATEGIC FUNDING SERVICES BETWEEN CITY OF DUBUQUE AND SUSTAINABLE STRATEGIES DC

This contract for services is made effective as of the 3rd day of March, 2023, between the City of Dubuque (hereafter “Dubuque”) and Sustainable Strategies DC (hereafter “S²”), for the provision of professional strategic funding services by S² for Dubuque.

SCOPE OF SERVICES

S² shall provide the following services to Dubuque:

- ***Identifying Funding Opportunities:*** Keeping Dubuque informed of funding opportunities that would support its identified priorities.
- ***Building Dubuque’s Competitive Advantages:*** Providing strategic advice to make Dubuque more competitive for specific grant opportunities (e.g., what types of projects do agencies really want to fund, how projects should be shaped to be most eligible and competitive, what types of partnerships would be most effective, what results do funders hope to see, what’s the likelihood of success, what are the matching or other resource requirements).
- ***Grant Writing Assistance and Support:*** Providing comprehensive analysis of grant opportunities, strategic advice, and grant writing assistance on up to ten (10) applications.
- ***Stakeholder Support:*** Working with Dubuque to identify and gather stakeholder support for funding projects from the right local, regional, state, and national stakeholders.
- ***Advocacy Support:*** S² will work with Dubuque’s internal lobbying team to help connect the community with appropriate federal, state, and philanthropic officials to advocate for your priorities.
- ***Post-Grant Support:*** In addition, S² will work with Dubuque to help overcome any grant administration challenges with federal or state agencies after grant award.

COMPENSATION TERMS AND PROCESS

1.) **Payment for Services:** S² will be paid a monthly retainer of \$6,750 for a period of 12 months (\$81,000 annually) to perform the Scope of Services above. S² will bill Dubuque monthly and expect payment within 30 days.

2.) **Reimbursable Costs:** Dubuque shall reimburse S² for costs incurred in connection with the services rendered. Reimbursable costs include travel costs that are attributable to work with Dubuque. Travel costs are defined as air travel, lodging, meals and incidentals, ground transportation, and all costs associated with travel. All extraordinary travel expenses must receive written approval from Dubuque. S² shall provide Dubuque with substantiation of all costs incurred.

3.) **Invoicing:** Payment is due upon receipt and is past due 30 business days from receipt of invoice. If Dubuque has any valid reason for disputing any portion of an invoice, Dubuque will so notify S² within 10 calendar days of receipt of invoice, and if no such notification is given, the

invoice will be deemed valid. The portion of Dubuque's invoice which is not in dispute shall be paid in accordance with the procedures set forth herein.

MISCELLANEOUS

1.) **Standard of Care:** S² warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise.

2.) **Severability:** Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

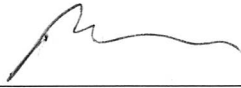
3.) **Assignment:** S² acknowledges that its identity, capacity, and ability to provide the services contemplated herein constitute a material consideration for Dubuque having entered into this agreement. Therefore, this agreement and the performance of services hereunder is not assignable or transferable by S² without the prior written consent of Dubuque, which such consent shall be granted or denied solely at the Dubuque's discretion.

4.) **Disputes:** S² and Dubuque recognize that disputes arising under this Agreement are best resolved at the working level by the parties. Both parties are encouraged to be imaginative in designing mechanisms and procedures to resolve disputes at this level. Failing resolution of conflicts at the organizational level, S² and Dubuque agree that any remaining conflicts arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless S² and Dubuque mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement. If any disputes arise between the parties, the parties agree that this agreement, the performance of services under this agreement, and the terms of this agreement shall be governed by the laws of the State of Iowa. The parties further agree that the appropriate venue for any actions arising out of this agreement shall be in Iowa.

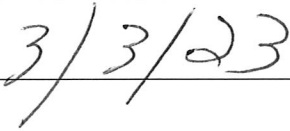
5.) **Force Majeure:** S² shall not be responsible for delays or failures if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of third parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City of Dubuque



Mike Van Milligen
City Manager



Date

Sustainable Strategies DC



Andrew Seth
President

February 24, 2023

Date